

Exhibit 4

Frank Russo

Declaration

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

VITO A. PESCE, on behalf of himself and all others similarly situated)	
Plaintiff)	11-cv-1379
v.)	Judge Robert W. Gettleman
FIRST CREDIT SERVICES, INC. dba ACCOUNTS RECEIVABLE)	Magistrate Judge Morton Denlow
TECHNOLOGIES)	
Defendant.)	

Declaration of Frank Russo

Pursuant to 28 U.S.C. § 1746, under penalty of perjury, I declare that the following is correct and true to the best of my personal knowledge, information and belief:

1. I am an owner and the President of First Credit Services, Inc., dba Accounts Receivables Technologies (“FCS”).
2. FCS engages in the business of debt collection and collects debts in the State of Illinois, among other states. FCS primarily engages in the collection of debts on behalf of gyms and automobile loans.
3. In the State of Illinois, FCS collects debts on behalf of the following representative clients: Gold’s Gym; World Gym Health Clubs; GMAC; Toyota; Honda; Hyundai; BMW; Volkswagen; and US Bank.
4. I am familiar with the underlying contracts between creditors and debtors. In most instances, the contracts ask the debtors to disclose their cell phone number (See Exhibit A). Additionally, certain automobile loans contain cell phone fields (See Exhibit B). Accordingly, a majority of the time the number is directly provided to the creditor by the debtor.

5. Additionally, I am aware that contracts for the following clients request cell phone contact numbers from applicants: Gold's Gym; World Gym Health Clubs; GMAC; Toyota; Honda; Hyundai; BMW; Volkswagen; and US Bank.

6. When FCS seeks to collect a debt for a creditor, it may call the debtor at the number provided by the creditor and it may call the debtor at other number it has obtained (from the debtor or from a third party skip tracer).

7. During the relevant time period of the proposed class, January 1, 2010 and February 28, 2011, FCS called 6,381 cell phone numbers in Illinois. Of those numbers, 6,127 were provided to FCS by the underlying creditors. As detailed, below, a majority of the cellular numbers that FCS called were provided to FCS by the underlying creditor.

8. All of the numbers that FCS calls will be recorded in FCS's collection database. FCS's collection database does not always show the source from which it obtained every number it calls or whether every such number is assigned to a cell phone or landline.

9. From time to time, FCS may call numbers which were at one time associated with the debtor but have since been retained by related or unrelated third parties. For example, I am aware that debtors have provided their cell phone numbers to our clients, but at a later point in time the debtor gives his or her cell phone to a relative to use. At other times, FCS has learned that the particular phone number was no longer being used by the debtor and that the number was transferred to an unrelated third party. Under either scenario, the person on the receiving end of a phone call from FCA may report that FCS called the "wrong number" call.

10. To identify potential class members to this action, FCS utilized cell phone "scrubbing" software in an attempt to identify non-manual calls to cellular phones with Illinois area code numbers during the relevant time period, January 1, 2010 to February 28, 2011. This

process allowed FCS to *potentially* identify the number that are currently identified as cell phones by scrubbing software at the time the scrub was performed.

11. Because the scrubbing software works off of a database of numbers that are currently identified as cellular phone numbers, FCS cannot go back in time to determine if a number that is currently identified cellular phone was identified as a cellular phone *at the time the calls were placed* to the particular phone number. Notably, FCS made multiple calls over the over one year time period of the class.

12. Based upon my experience, it is possible that a call may have been placed to a land/residential line, and that future calls to the same number may have contacted a cellular number which was the product of “porting” the residential number to a cellular phone account. FCS is not aware of any scrubbing software which can go back to the time that the calls were placed to identify whether the call was placed to a ported cellular phone.

13. For certain accounts, FCS called multiple numbers provided by and/or associated with a debtor, any number of which may have been subsequently “ported” (at any point in time) to a cellular phone *after* the number was provided to the creditor and/or FCS.

14. The scrub function cannot identify the owner or subscriber of a particular cellular phone at any point in time.

15. For these reasons, FCS is unable to determine if a currently identified cellular phone was a cellular phone or a residential phone at the time FCS called the number.

16. I am aware that FCS has called numbers that were identified by creditors as numbers belonging to a debtor and that FCS has been told that the call had reached a “wrong number.” Under these circumstances, FCS does not ask for the name or address of the alleged “wrong party.” Accordingly, if FCS called a wrong party’s cellular phone, FCS does not have the ability to identify the recipient of the call.

17. I am aware that debtors have contacted both FCS and the underlying creditor to dispute debts and in many circumstances, the debtors have identified cellular phones as contact numbers. (See Exhibit C). In these circumstances, unless the debtor has asked FCS to cease efforts, FCS will call numbers that are provided by debtors.

18. I am aware the debtors have spoken with collectors from FCS during calls placed by collectors or calls returned by debtors and in these circumstances debtors have provided cellular numbers as primary contact numbers.

19. The circumstances outlined in paragraphs 8-18 prevent FCS from being able to readily determine whether a call was placed to a cellular telephone without the consent of the debtor.

20. In a majority of cases, FCS does not have the underlying contract in its possession when it contacts a debtor. Rather, FCS must ask the creditor to transmit the file. The collection of such contracts is a time-consuming process. I estimate that a manual review of each file can take between 4 and 45 minutes depending on the amount of information in the file (auto loans taking up to 45 minutes due to the amount of paper work). If a debtor has disputed a debt, it may take longer to review the creditor file.

21. For cases where FCS may have obtained the cell phone number during the course of collection work (voluntarily from a debtor or via after acquired consent), I estimate that it would take between 5 to 30 minutes to review collection notes for each file to determine in which manner FCS obtained a particular cellular number. The length is based on the number of contacts between the debtor and FCS which are reflected in the account notes. If a debtor has disputed a debt, it may take longer to review FCS's records based upon the increase in contacts that need to be reviewed.

22. I am aware that this case involves the collection of a debt allegedly owed by Plaintiff Vito Pesce to Nuvell/GMAC in relation to an auto lease Mr. Pesce contracted with Saab.

23. When Nuvell/GMAC transmitted this account for collection to FCS, it provided two numbers as Plaintiff's contact number: 847-XXX-9705 and 312-XXX-1331. *See* Exhibit D placement records and Exhibit E (GMAC code sheet identifying 166-181 as the code from a home number).

24. I have examined FCS's collection records (attached as Exhibit F). These records demonstrate that FCS attempted to call Mr. Pesce's alleged cell phone (847-XXX-9705) three times. The first attempt was on 3/1/2010 (via dialing software), the second attempt was on 3/16/2010 (via Livevox dialing software), and the third attempt was on 3/23/2010 (manual dial).

25. FCS's collection records demonstrate and FCS did not skip trace or call capture Mr. Pesce's alleged cellular telephone.

26. I have examined Nuvell/GMAC's records (attached as Exhibit G). I am familiar with Nuvell/GMAC's records through prior collections of Nuvell/GMAC accounts.

27. The records do not evidence any efforts by Nuvell/GMAC to call skip trace or call capture Mr. Pesce's alleged cellular telephone. Rather, the records show an entry on July 21, 2006, there is an entry which states that the debtor or someone on his behalf contacted Nuvell/GMAC to inquire about whether an electronic payment was received. Nuvell/GMAC's collection notes reflect that the debtor or someone on his behalf asked Nuvell/GMAC to contact the debtor to confirm the receipt of payment. The number identified by the party that called into Nuvell/GMAC is identified as 847-XXX-9706.

/s/ Frank Russo

Frank Russo

Dated: September 8, 2011

Exhibit A

World Gym Health Clubs

1000 Maple Ave. Downers Grove IL 60515 630-964-7539

2778639

MEMBERSHIP APPLICATION AND AGREEMENTJohn D. Myers

BUYER'S NAME (First)

BUYER'S HOME ADDRESS

PLAINFIELD

IL
STATE

2/6/73

Birth Date

815-227-7478

708-666-6072

Home Phone

Cell/Work Phone

CITY

ZIP CODE

MEMBER'S NAME (If different from BUYER'S)

Birth Date

Additional Member's Name (If Different)

Birth Date

Additional Member's Name (If Different)

Birth Date

IN CASE OF EMERGENCY, PLEASE CONTACT:

Name

Day Phone

Evening Phone

M. M. D.

708-666-6072 815-227-7478

I (We) wish to purchase a

P PROMO

Membership.

Enrollment Fee:

25

Agreement begins on:

12/1/09

Administrative Fee:

10.00

Agreement expires on:

12/1/10

1st Month Payment

N/A

RENEWAL TERMS

TOTAL DUE

35

An annual membership rate guarantee fee of \$29.99 will be billed each year of your monthly membership, on or around the first of 12/10, to the account on file. In order to cancel the billing of this annual fee, the club requires written notice and cancellation of your membership on or before the 1st of the previous month.

Monthly Payments

11

Roll over to open-end / month-to-month at \$
(Monthly Members only)

per month, starting



Member initials

MONTHLY PAYMENT AUTHORIZATIONI, John D. Myers, authorize my bank to make my payment by the method indicated below and post it to my account.

Buyer Name (Print)

 Visa Mastercard Amex Discover

Account No:

Exp. Date:

 Checking Account
(must attach voided check)

Routing No:

Account No:

WAIVER AND RELEASE OF LIABILITY

1440 Fitness, Inc d/b/a World Gym Etal (the "Club") urges you and all members to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment and apparatus designed for exercising shall be at the member's sole risk. Member understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be member's entire responsibility, and the Club shall not be liable to member for any claims, demands, injuries, damages, or actions arising due to injury to member's person or property arising out of or in connection with the use of member of the services, facilities, and premises of the Club. Member hereby holds the Club, its officers, owners, agents and employees harmless from all claims which may be brought against them by member or on member's behalf for any such injuries or claims including, but not limited to, environmental, theft and contagious risks.

I hereby apply for membership at 1440 Fitness, Inc d/b/a World Gym Etal. Upon acceptance of this application by the Club, I hereby agree to and accept the terms and conditions of the membership agreement printed on the front and reverse side of this application. I understand that this application is subject to the review and approval of the Club management. I understand that my membership may be suspended or terminated by the Club if I am in violation of the club rules, regulations and policies, conduct myself in a manner which management deems inappropriate or disruptive or make false representations of information contained in this application. I will not be entitled to any refund of initiation fees or dues paid up to the date of termination. Upon termination, I am responsible for any outstanding balance due.

BUYER's Signature

Member's Signature

Date

10/21/09

Club Representative

sign

print

World Gym Health Clubs 1000 Maple Ave. Downers Grove IL 60515 630-964-7539 wgcopoffice@aol.com

A franchisee of World Gym International, Inc. This gym is independently owned and operated

T12721

This Membership Agreement ("Agreement") for the type of membership indicated on the reverse is between 1440 Fitness, Inc. d/b/a World Gym Etal (the "Club") and the undersigned ("Applicant"). By signing this Agreement, I agree that I will be bound by the provisions on the face of this agreement, the additional provisions on the reverse, the Rules of the Club, as now in effect and as from time to time amended by the Club, and such rules as may from time to time be posted at the Club, all of which are incorporated by reference to this Agreement.

1. Membership. Your membership is a contractual privilege to use the facilities from time to time offered by the Club to members of your class of membership during the Club's hours of operation. The Club reserves the absolute right to initiate, change or eliminate facilities, services and programs and to change its hours of operation. Your membership does not entitle you to any interest in the Club or its property, and confers no right to participate in the management or operation of the club.

2. Initial Investment. Except as otherwise provided in this application, your initial investment is non-refundable. Your initial investment is not a pre-paid sum for services; it merely entitles you to buy services by paying dues and other applicable charges.

3. DUES. Your dues must be paid through the Club's electronic funds transfer (EFT) program. Dues for the month in which you join will be prorated and are due in advance at the time of application along with all other amounts then due. You agree to sign and deliver such further documents may be necessary to set up the payment of your dues and other charges through EFT or by such other means as the Club may establish. The Club reserves the right to utilize EFT and credit cards listed on your membership application for collection of past due balances. A \$29.00 fee will be charged for any returned dues. A \$9.00 late will apply after 7 business days of any dues. A \$25.00 manual charge will apply for any account that is not on the clubs EFT program. The Club reserves the absolute right to increase your dues. If any payment of dues or other charges is not made on time, the Club may, but is not obligated to, terminate your membership by giving you written notice of such termination and you shall immediately surrender your copy of this agreement and your membership card to the Club. If the Club has to take action to collect any amounts due from you, you agree to pay all costs of such action, including, but not limited to, attorney's fees, returned check charges and administrative costs. Until the Club has been duly notified of the termination of your membership and until your copy of the Agreement and your membership cards are surrendered, dues will continue to be charged to your account. The obligation to pay dues is not dependent upon the availability of all of the Club's facilities. Events, parties, repairs and/or maintenance of the facilities may make it necessary for the Club to restrict use of one or more of the facilities or to temporarily close the Club which will not reduce or suspend the member's obligation for payment of dues.

4. Suspension/Termination. After 12 months of membership, you can resign your membership by giving thirty (30) days advance written notification to the Club via the Club Resignation Form and surrendering your membership card(s) and paying all unpaid dues and other charges owed to the Club. Such resignation shall not be deemed effective until after the expiration of the thirty (30) day notice period and receipt of your membership card(s) and after all required payments have been made to the Club. Subsequent to your resignation, you shall not be subject to any further dues or other charges. The Club can suspend or terminate your membership at any time for any breach of this application or for any violation of the Rules of the Club by giving you written notice of such termination. The Club can also terminate your membership at any time for any reason by giving you written notice of such termination. If the Club terminates your membership, you must immediately surrender your membership card(s) and your copy of this application, and you will remain liable for any unpaid dues and other charges against your account. The membership of any member who is thirty (30) days in arrears in his/her account to the Club may, at the option of the Club, be terminated by the club

without notice.

5. Transferability. WORLD GYM MEMBERSHIPS ARE NOT TRANSFERABLE TO OTHER WORLD GYMS. You may, however, work out at other World Gyms while traveling, such visits need to be limited to 14 days per year per gym. You must present your current membership card or a World Gym Travel Pass.

6. Disclaimer of Liability. You represent that (a) you understand that use of the Club's facilities, services, programs and premises includes an inherent risk of injury to persons and property; (b) that you are in good physical condition and have no disability, illness or other condition that could prevent you from exercising without injury to yourself or impairing your health and (c) that you have consulted a physician concerning an exercise program that will not risk injury to yourself or impairment of your health. Such risk of injury includes, but is not limited to, injuries arising from use by you or others of exercise equipment and machines, injuries arising from participation by you or others in supervised or unsupervised activities or programs throughout the Club, injuries and medical disorders arising from exercising at the Club such as heart attacks, strokes, heat stress, sprains, broken bones and torn muscles and ligaments, among others and accidental injuries occurring anywhere in the Club including, without limitation, locker rooms, showers, dressing rooms, volleyball/basketball courts, pro shop or juice bar. If you have any special exercising requirements limitations, you agree to disclose them to the Club when seeking help in establishing an exercise program. You hereby agree that all the exercises and use of the Club's facilities, services, programs, and premises and undertaken by you at your sole risk. You hereby release and hold the Club and its owners, employees and agents harmless from and hereby assume all responsibility for all claims, demands, injuries, damages, actions or causes of action whatsoever, to person or property, arising out of or connected with your use of the Club's facilities, premises, services or programs.

7. Cancellation and Refund Policy. This agreement may be cancelled by the customer within three (3) business days after the first business day after the contract is signed by the customer. All monies paid pursuant to said contract shall be refunded to the customer. Business day means any day on which the facility is open for business. The customer purchasing a membership prior to the Club being open for business at the time the contract is signed shall have seven (7) calendar days in which to cancel and receive a full refund of all monies paid.

If a customer relocates to a residence farther than twenty (20) miles from any of the Club's facilities, the customer may cancel the contract by notifying us in writing that you have moved. You must provide copies of your utility bills or other evidence of your new home address. We will then cancel your membership upon payment of a 2-month membership fee or a \$100.00 cancellation fee, whichever is greater.

If the customer, because of death or disability, is unable to use or receive all services contracted for, the customer or his estate, as the case may be, shall be liable for only that portion of the charges allocable to the time prior to death or onset of disability. The Club shall in such event have the right to require and verify reasonable evidence of such death or disability.

Any cancellation pursuant hereto shall be made in writing and delivered by certified or registered mail to the World Gym Corporate office listed on the bottom of this page at the address specified in the contract. All refunds to which a customer or his/her estate is entitled shall be made within thirty (30) days of receipt by the Club of the notice of cancellation.

You may terminate your contract at anytime without cause. The fee to cancel is \$200.00 plus a \$25.00 administrative fee.

In the event the facility and services contracted for are not available within twelve (12) months of the date the contract is entered into, the contract may be cancelled at the option of the customer, and all payments shall be refunded within thirty (30) days of receipt of the cancellation notice.

04/12/2010 16:52 5019781848

ABC FINANCIAL SERV

PAGE 07/10



Gold's Gym - Conroe

2109 West Davis
Conroe, TX 77304
(936) 756-6000

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race or marital status.
This agency that enforces compliance with the law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Club # 7124

This Contract covers the purchase of a membership in GOLD'S GYM-Conroe (hereinafter "Home Gym"), 2109 West Davis, Conroe, TX 77304.

Registration # 20340002

Membership Agreement

Agreement #: 7124-07509

DATE: 08/06/2009

Agreement Type: New

Natalie

Felipe

First Name

Last

Middle Initial

Social Security #

Street Address

Willis

TX 77378

Apt. #

City

State

Zip

Primary Phone Number

936-756-7873

Work Phone

9/12/1984

Male

daniel gonzales

2817039798

In Case of Emergency, Call (Name)

Emergency Phone

Driver's License #

Willis ISD

floor tech

Occupation

Walk-In/Drive by

936-756-7873

e-mail address@ yahoo.com

Marketing Source

Cell Phone

Membership Privileges, Notices, Disclosures & Agreements

MEMBERSHIP TYPE: PG2

AUTOMATIC RENEWAL PROGRAM:

Provided that Member is not in default of this agreement and subject to the terms and conditions hereof, the membership will automatically renew at current rates. Renewal terms may be cancelled at any time provided a 30-day written notice is delivered to the club's address.

Member's Initials:

DEFINITION AND LATE PAYMENTS: Should you default on any payment obligation as stated for in this contract, the club will have the right to sacrifice the entire remaining balance due and payable and you agree to pay all necessary interest, and all costs of collection, including but not limited to collection agency fees, court costs, and attorney fees. A default occurs whenever payment due under this agreement is more than ten (10) days late. Should any monthly payment become more than ten (10) days past due, you will be charged a late fee. An additional service fee will be assessed if any check, draft, credit card, or order returned for insufficient funds or any other reason. If the Member is paying monthly dues by electronic funds transfer (EFT), the club's billing company, ABC Financial Services, Inc., reserves the right to draft via EFT all amounts owed by the Member, including interest and all late fees and service fees. Subject to appropriate State and Federal Law, NO EFT Member may only drive by EFT, and will be charged \$5.00 for each increase of monthly dues. If EFT, payment is stopped or changed, this will not affect any other provisions of this agreement.

Notwithstanding any other provisions of this Agreement, you understand and agree that the amount of your monthly membership dues is based on current rates for rates and to the extent such rates should increase during your membership, the club has the right to increase your monthly dues. If the club increases your monthly dues, you will be given the option of paying your monthly dues by pre-authorized electronic funds transfer. In this case, the monthly amount so transferred will be adjusted to reflect any increase in the above rate.

NOTICE: ANY NOTICE OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. NO MEMBER'S CREDIT IN THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR.

(1) NOTICE TO PURCHASER: DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT OR IF IT CONTAINS BLANK SPACES.

(2) IF YOU DECIDE YOU DO NOT WISH TO REMAIN A MEMBER OF THIS HEALTH SPA, YOU MAY CANCEL THIS CONTRACT BY MAILING A NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT BY MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE YOU SIGN THIS CONTRACT. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO GOLD'S GYM, 2109 WEST DAVIS, CONROE, TX 77304.

(3) IF THE HEALTH SPA GOES OUT OF BUSINESS AND DOES NOT PROVIDE FACILITIES WITHIN 10 MILES OF THE FACILITY IN WHICH YOU ARE ENROLLED, OR IF THE HEALTH SPA MOVES MORE THAN 10 MILES FROM THE FACILITY IN WHICH YOU ARE ENROLLED, YOU MAY CANCEL THIS CONTRACT BY MAILING A NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT ACCOMPANIED BY PROOF OF PAYMENT ON THE CONTRACT. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO GOLD'S GYM, 2109 WEST DAVIS, CONROE, TX 77304.

YOU MAY ALSO BE ENTITLED TO FILE A CLAIM FOR A REFUND OF YOUR UNUSED MEMBERSHIP FEES AGAINST THE BOND OR OTHER SECURITY POSTED BY THE HEALTH SPA WITH THE TEXAS SECRETARY OF STATE. TO MAKE A CLAIM AGAINST THE SECURITY, SEND A COPY OF YOUR CONTRACT, TOGETHER WITH PROOF OF PAYMENTS MADE ON THE CONTRACT, TO THE TEXAS SECRETARY OF STATE. THE CLAIM MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS: OFFICE OF THE SECRETARY OF STATE DOCUMENT SECTION, P.O. BOX 12887, AUSTIN, TEXAS 78711-2887.

(4) IF YOU DIE OR BECOME TOTALLY AND PERMANENTLY DISABLED AFTER THE DATE THIS CONTRACT TAKES EFFECT, YOU OR YOUR ESTATE MAY CANCEL THIS CONTRACT AND RECEIVE A PARTIAL REFUND OR YOUR UNUSED MEMBERSHIP FEE BY MAILING A NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE HEALTH SPA MAY REQUIRE PROOF OF DISABILITY OR DEATH. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO GOLD'S GYM, 2109 WEST DAVIS, CONROE, TX 77304.

Legal Guardian: Any Member who is under the age of 18 must have a parent or legal guardian ("Legal Guardian") co-sign this Agreement. Legal Guardian shall be jointly and severally liable for all obligations of such Member hereunder and shall be bound by all terms and conditions of this Agreement. Do not sign this Agreement until you have read both sides. The terms on each side of this form are a part of this Agreement. Member is entitled to a copy of this Agreement. By signing this Agreement, Member acknowledges that (A) this Agreement is a contract that is enforceable legally binding upon its acceptance by Gold's Gym, (B) Member has examined the gym facilities and accepts them in the present condition, (C) Gold's Gym makes no representations or warranties of any kind, either expressed or implied, except to the extent expressly set forth in this Agreement and (D) the effective date of membership hereunder shall be within six months after the date of Member's signature below. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, whether oral, with respect to such subject matter.

X 1-2-09 Date 08/06/2009
X ON-BORE DATE

Rod Soria Date 08/06/2009
EMPLOYEE NAME EMPLOYEE ID NO. DATE

X 08/06/2009 Date 08/06/2009
X ON-BORE DATE

Rod Soria Date 08/06/2009
LEGAL GUARDIAN'S NAME TELEPHONE NUMBER

X 08/06/2009 Date 08/06/2009
X ON-BORE DATE

Rod Soria Date 08/06/2009
ACCOUNT HOLDER SIGNATURE (REQUIRED ONLY IF APPLICABLE)

PRINT NAME AS IT APPEARS ON ACCOUNT

REQUIRED FOR ALL
EFT AND CREDIT CARD
DRAFT ACCOUNTSChecking
ACCOUNT TYPEBANK OF AMERICA
BANK NAME

ROUTING NUMBER (9 DIGITS)

ACCOUNT NUMBER

ACCOUNT HOLDER SIGNATURE (REQUIRED ONLY IF APPLICABLE)

*Felipe Soria Jr.**P62683*

PLEASE ATTACH A VOID OR BLANK CHECK
ROUTED FOR UNAUTHORIZED PAYMENT

WE HEREBY REQUEST THE PRESENCE OF PAYEE IN ABC FINANCIAL SERVICES, INC., P.O. BOX 12887, AUSTIN, TX 78711-2887, AND FURTHER AUTHORIZES THE COMPANY TO PAY
BANK (CHECKS, ELECTRONIC CARD PAYMENT, DEBIT CARD) OR THE PAYMENT OF PAYMENT CARD, INCLUDING ANY SERVICE FEES, OR THE PURCHASE OF
GOODS OR SERVICES, WHETHER IN PERSON, BY MAIL, FAX, TELEPHONE, OR INTERNET, OR BY ANY OTHER MEANS, UPON PRESENTATION OF THIS CHECK OR PAYMENT CARD
TO THE COMPANY AT ANY TIME AND UPON UPON APPROVAL.

WE HEREBY AGREE THAT THE COMPANY WILL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM THE COMPANY'S USE OF THIS CHECK OR PAYMENT CARD.

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Exhibit B

Exhibit C

FACT SHEET

CRS #: W49847
 Name: ██████████, ROBERT
 Address: ██████████ RD
 City/State: CRYSTAL LAKE, IL 60012
 Home Phone: (815) █████ 4626
 Work Phone: (815) █████ 7987
 Soc Sec No: ██████████
 Employer:

Status: 17 CALLS BEING MADE
 Coll Unit: ART NEW ACCOUNTS FOR ART
 Date Last: 03/03/11
 Activity Code: NU NOT USED
 PREV DB #

Client #: GMACAL-1
 ALLY FORMERLY KNOWN AS GMA
 Acct #: ██████████
 Regarding:
 Amt Refered: 611.80
 Current Bal: 611.80
 Comm Rate: 18.00000%
 Costs: 0.00
 Ck Chg/Fee: 0.00
 Other 0.00
 Interest Rate: 0.00000%
 Interest Amt: 0.00
 Date Received: 07/25/11

-----PAYMENTS-----				-----TRANSACTIONS-----				
--Date--	Amount	Code	Rate	--DATE--	TIME	AC/RC	-----COMMENT-----	ID
07/25/11	0.00	97		07/25/11	15:11	CC/CC	WP-8153224007	LH3
				07/25/11	15:16	CC/CC	VIEWED ACCOUNT	LH3
				07/25/11	15:17	CC/CC	VIEWED ACCOUNT	LH3
				07/25/11	16:37	BT/CC		SYS
				07/25/11	16:37	CC/CC		SYS
				07/26/11	08:53	CC/CC		SYS
				07/26/11	08:53	CC/CC		SYS
				07/26/11	08:53	CC/CC		SYS
				07/26/11	08:57	SN/1		SYS
				07/26/11	13:35	CC/CC	VIEWED ACCOUNT	SNO
				07/26/11	13:46	TR/AM LM F		SNO
				07/26/11	13:46	TR/AM LM		SNO
				07/26/11	13:55	CC/CC	VIEWED ACCOUNT	SD2
				07/26/11	13:58	CS/11		SD2
				07/26/11	14:16	CC/CC	VIEWED ACCOUNT	JF0
				07/26/11	14:43	CC/CC	VIEWED ACCOUNT	LH3
				07/26/11	15:14	CC/CC	VIEWED ACCOUNT	LH3
				07/26/11	16:28	CC/CC	VIEWED ACCOUNT	DM0
				07/26/11	16:03	TO/AM		GLO
							8154774626	
				07/26/11	14:38	TO/AM		GLO
							8154774626	

Date Printed: Jul 27, 2011

PAYMENTS				TRANSACTIONS			
--Date--	Amount	Code	Rate	--DATE--	TIME	AC/RC	COMMENT----- ID
				07/27/11	14:56	IC/HT	FD1
				07/27/11	14:56	MR/MR	FD1
				DIDNT HAVE ALT NUMBER STATED 949 3687 IS WORK NUMBER THAT GET FWDED TO CELL AND THAT IT WAS OK TO CALL HIM ON THIS NUMBER			
				07/27/11	14:57	CC/CC HOME PHONE	FD1
				07/27/11	14:57	CC/CC EMPLOYER	FD1
				07/27/11	15:05	CC/CC VIEWED ACCOUNT	RHO
				07/27/11	15:11	IC/MC	RHO
				BREWER -- ICC WAS DTR FROM 949 981- 3687 HE AGREED TO DO SIF 425.00 BUT THEN ASKED WHAT WOULD EB THE IMPACT ON HIS CBR - I EXPLAINED AS BEST I COULD HE AGRTEED TO CB IN FEW MINUTE S TO DO CREDIT CARD PYM			
				07/27/11	15:11	CC/CC	RHO
				CB CHANGE 07-28-11 TO 07-29-11			
				07/27/11	16:07	TA/TY3	EV2

Date Printed: Jul 27, 2011

[REDACTED]
Arlington, VA 22203

SENT VIA CERTIFIED MAIL
January 28, 2011

Mr. David Fowler
Executive Vice President of Operations
Gold's Gym International
125 East John Carpenter Freeway, Suite 1300
Irving, Texas 75062

Dear Mr. Fowler:

We are in receipt of your 4"x6" postcard addressed to [REDACTED]. Although the post card (a copy of which is attached) is dated "12/16/2009," it is not postmarked, and we only recently received it. It states, in barely legible, 7 or 8 point type, your intent to increase John's monthly dues by \$4 per month.

When we enrolled as members of Gold's Gym, we signed a written agreement that Gold's Gym prepared, and also received oral assurance from a Gold's Gym spokesperson at the time of contracting, that our monthly membership fees would never increase in our lifetimes. In consideration for this lifetime maximum membership fee, we each paid significant enrollment fees to Gold's Gym at the time of contracting. We do not consent to changing the agreement at this time. Increasing John's membership fees by \$4 per month (or any other amount) violates the terms of your agreement with us.

Moreover, we note that you have debited our joint checking account, on a number of occasions in recent months, without first obtaining our consent, a monthly, per person fee of \$36.95 each (i.e., \$7 more per month, per individual than the \$29.95 monthly fee to which we agreed – or a total of \$14 per month more than we have authorized). We respectfully request that you adhere to the terms of the contract that Gold's Gym drafted and executed with us and immediately reimburse our checking account any amounts you charged in excess of our \$29.95 monthly, per individual membership fee.

If you have any questions about our contract, you can reach either of us at the address above or by phone at 202-[REDACTED]-0210 or -0701 (cell). (To avoid future misunderstandings, we respectfully urge that, in the future, you communicate any requested changes in our agreement with Gold's Gym via first-class mail.)

Sincerely,

Andrea Estepen
[REDACTED]

John C. Jant
[REDACTED]

Exhibit D

7/12/11 - All

V54318

Dear Sir's

GMACAL1
Ch-2

06/23/2011

This letter is to inform you that I am disputing the debt of \$879.13 that was added to my account after we returned our lease vehicle to Moran Chevrolet. The basis of this dispute is that this vehicle was returned in pristine condition including tire wear, paint and mileage, inside and out ! We were shocked when we were notified that they felt there was excessive wear an we owed money. Totally untrue, ALLY formerly known as GMAC should have sent us a reimbursement check because the vehicle was in such great condition! Please advise me and my wife if there is any possible way to confirm my information because we truly want to clear up this misunderstanding! Thank you very much...

You can reach me on my cell phone (586) [REDACTED]-3988 any time after 4:00 pm

Sincerely [REDACTED] III

REF. Account : V 5 4 3 1 8

FACT SHEET

CRS #: W42468
 Name: [REDACTED]
 Address: [REDACTED]
 City/State: [REDACTED], CA 91711
 Home Phone: (000) 000-0000
 Work Phone: () 626-3581
 Soc Sec No: 000-00-0000
 Employer:

Status: 99 PROMISE TO PAY
 Coll Unit: BM2 PIETER BMWET2 ABCDE
 Date Last: 11/10/10
 Activity Code: NU NOT USED
 PREV DB #

** Promise to Pay \$500.00 On 07/29/11 **

--- Comaker Info ---

Type: V - CO-OWNERS
 Name: [REDACTED]
 Address: [REDACTED]
 City, St: [REDACTED] CA 91711
 Phone (H) (909) [REDACTED]-3581 (W) (909) [REDACTED]-3581
 Comment: RELATION TO ACCOUNT CODE 2

Client #: GMACAL-1
 ALLY FORMERLY KNOWN AS GMA
 Acct #: [REDACTED]
 Regarding:
 Amt Refered: 3062.88
 Current Bal: 3062.88
 Comm Rate: 18.00000%
 Costs: 0.00
 Ck Chg/Fee: 0.00
 Other 0.00
 Interest Rate: 0.00000%
 Interest Amt: 0.00
 Date Received: 07/18/11

Master #: W42468-2
 Status: 10 NEW ACCOUNT
 Employer: [REDACTED]
 SS#: [REDACTED]
 Birthday: 02/01/54

=====

CMKR DEBORAH FITCH
 OK TO CALL CELL
 909-262-5679

=====

----- PAYMENTS -----				----- TRANSACTIONS -----			
--Date--	Amount	Code	Rate	--DATE--	TIME	AC/RC	----COMMENT---- ID
07/18/11	0.00	97		07/18/11	15:37	TE/LM RECP SD D BCK IN 2HRS	LH3
				07/18/11	15:37	CC/CC S	LH3
				07/18/11	15:37	CS/11	LH3
				07/19/11	08:50	BT/CC	SYS
				07/19/11	08:50	CC/CC	SYS
				07/19/11	08:54	SN/1	SYS
				07/19/11	16:54	AS/CC	SYS
				07/19/11	16:54	AS/CC	SYS
				07/18/11	14:47	TO/LC	GLO
						909-[REDACTED]-3581	
				07/19/11	10:58	CO/DN	GLO
				07/19/11	10:25	CO/DN	GLO
						909-[REDACTED]-3581	

PAYMENTS				TRANSACTIONS			
--Date--	Amount	Code	Rate	--DATE--	TIME	AC/RC	COMMENT----- ID
				07/19/11	13:39	TO/LC	
				9096	3581		GLO
				07/20/11	17:05	TO/LC	
				9096	3581		GLO
				07/20/11	14:00	TO/LC	
				9096	3581		GLO
				07/20/11	17:55	CO/DN	
				9096	3581		GLO
				07/21/11	14:35	TO/LC	
				9096	3581		GLO
				07/21/11	16:20	TO/LC	
				9096	3581		GLO
				07/24/11	18:11	TA/ART	
				07/24/11	18:44	TA/ ZZF	
				07/22/11	14:04	TO/LC	
				9096	3581		
				07/25/11	16:38	TA/ ZZA	
				07/26/11	18:10	CC/CC WP-90963581	
				07/26/11	18:10	TE/PP	
						500.00 ON 07-29-11	
						TT CMKR ADVSD BAL CLIENT SHE STD	
						SHE WAS PYNG 500 MNTH ADVSD HER IN	
						ART OFFICE NOW CANT SIF SO SHE	
						AGREED TO DO 500 MNTH WITH ART GAVE	
						HER ALL THE INFO DB REFUSED TO DO	
						CHK BY PHONE WILL OVERNIGHT FRST	
						PAY TOMR AND WILL MAIL OTHERS ON	
						TIME TILL PIF ASKD FOR ALT NMBR SHE	
						STD YES CALL HER CELL NOT POB HER	
						CELL 909-████-5679	
				07/26/11	18:13	TA/ GM1 FROM LIST	CM2
				07/25/11	10:21	CO/DN	GLO
				9096	3581		
				07/25/11	13:49	TO/LC	
				9096	3581		GLO
				07/26/11	14:20	TO/LC	
				9096	3581		GLO
				07/27/11	09:01	CC/CC VIEWED ACCOUNT	PW1

Date Printed: Jul 27, 2011

Exhibit E

New Assignment Account Information Record

The Download **A** Account Record follows the Header Record in the download. At least one Account Record is required in a download new assignment file. There is only one occurrence of this record per account. The Download Account Record assigns the account to the partner. The record is not transmitted again except when the GMAC has recalled the account and subsequently reassigned it to a new partner.

 **Please Note:** There is a formatting/field use change detailed in RED

New Assignment Account Information Record			
Record Position	Field Name	Field Length	Comments
001-020	Account Number	X (20)	
021-021	Record Type	X (01)	A = Cardholder Record
022-023	Sequence Number	X (02)	00 = Master Record
024-027	Title	X (04)	Blank
028-028	Customer Type	X (01)	I = Individual C = Corporate
029-068	Name	X (40)	Individual Name (Last (25) First (15))
069-093	Account Address 1	X (25)	
094-118	Account Address 2	X (25)	
119-138	City	X (20)	
139-153	County	X (15)	
154-155	State	X (02)	
156-165	Zip-Code	X (10)	
166-181	Home Phone Number	X (16)	10-character field
182-197	Work Phone Number	X (16)	10-character field
198-205	Birth Date	X (08)	CCYYMMDD
206-245	Employer's Name	X (40)	
246-285	Employer's Address	X (40)	
286-289	Loan Type Code	X (04)	
290-295	Lending Officer Code	X (06)	Portfolio or Division Number
296-305	User Field	X (10)	Space filled
306-309	DPS ID/Recoverer Code	X (04)	The code assigned to identify Agency/Attorney
310-325	Dealer Code	X (16)	
326-329	Charge-off Reason Code	X (04)	
330-332	Account Status	X (03)	
333-336	Interest Rate	X (04)	
337-337	Filler	X (01)	Space filled
338-339	Financial Institution Code	X (02)	NEW FIELD
340-351	Financial Institution Description	X (12)	NEW FIELD
352-353	Filler	X (02)	Space Filled

Exhibit F

FACT SHEET

CRS #: Q47679
 Name: PESCE, VITO A
 Address: [REDACTED]
 City/State: [REDACTED] IL 60156
 Home Phone: (000) 000-0000
 Work Phone: (000) 000-0000
 Soc Sec No: [REDACTED]
 Employer:
 Status: 57 RECALL BY CLIENT
 Coll Unit: CLO ALL CLOSED ACCOUNTS
 Date Last: 02/25/10
 Activity Code: NU NOT USED
 PREV DB #

Client #: GMACNV-1
 NUVELL CREDIT COMPANY
 Acct #: [REDACTED]
 Regarding: PESCE VITO A
 Amt Refered: 6567.75
 Current Bal: 5611.62
 Comm Rate: 18.00000%
 Costs: 0.00
 Ck Chg/Fee: 0.00
 Other 0.00
 Interest Rate: 0.00000%
 Interest Amt: 0.00
 Date Received: 02/25/10
 ***** RETURNED *****

PAYMENTS				TRANSACTIONS				
--Date--	Amount	Code	Rate	--DATE--	TIME	AC/RC	COMMENT	ID
05/07/10	-956.13	43GM4	100.0%	02/25/10	10:47	CC/CC		ST1
02/25/10	0.00	97				CLNT CODE-GMACLL1 - CBR5018216		ST1
				02/25/10	10:47	CC/CC		ST1
						CLNT CODE-GMACLL1 - CBR5018216		ST1
				02/25/10	11:44	CS/10		ST1
				02/25/10	11:44	TA/ART		ST1
				02/25/10	11:44	CS/10		ST1
				02/26/10	13:17	CS/34		ST1
				02/26/10	13:17	TA/ 110		ST1
				02/26/10	13:17	CS/34		ST1
				02/26/10	16:43	CC/CC		SYS
						TRANS UNION SCRUB		SYS
				02/26/10	16:44	CC/CC		SYS
						TRANS UNION SCRUB		SYS
				03/01/10	08:54	AS/CC		SYS
				03/01/10	08:54	AS/CC		SYS
				03/01/10	08:54	CS/11		SYS
				03/01/10	08:55	BT/CC		SYS
				03/01/10	08:55	CC/CC		SYS
				03/01/10	08:58	CC/CC		SYS
				03/01/10	08:58	CC/CC		SYS
				03/01/10	08:58	CC/CC		SYS
				03/01/10	13:43	TR/LC		DLR
						847[REDACTED]9705 ARTFULL		
				03/02/10	14:34	RN/1 03-02-10		LH1

Q47679 PESCE, VITO A

Page 2

PAYMENTS				TRANSACTIONS				
--Date--	Amount	Code	Rate	--DATE--	TIME	AC/RC	COMMENT	ID
				03/02/10	14:51	CC/CC		LH1
				NEXT CALLBACK INCREASE BY 1 DAYS				
				03/02/10	14:51	IC/HT		LH1
				RMM VIAG, SD THT HE NVR HRD OF THS WLL PY IF HE GTS INVCE, SD HAS GREAT CRDT IF RPRTD WLL NVR PY				
				03/02/10	14:53	CS/17		LH1
				03/03/10	11:27	SN/1		LH1
				03/04/10	13:43	TA/ART		FJR
				03/09/10	13:06	NT/NT		MM3
				03/09/10	13:06	CC/CC NOTE ONLY		MM3
				03/09/10	13:11	CS/97		MM3
				03/09/10	13:13	TR/MC		MM3
				DTR VAIG MM DTR STT HE NEVER DID BUSINESS WITH NUVELL OR GMAC AND THIS BILL OVER 3 YRS OLD DTR STT HE WILL ONLY PAY THIS IF HE CAN SEE A BILL THAT SHOWS DETAILS ON WHAT HE OWES .. DTR STT HIS ATTY WILL SEND US A LETTER REQUESTING THE DETAIL DTR REFUSE TO GIVE				
				03/11/10	14:03	SN/G7		ROO
				03/16/10	13:49	IC/MC		SW0
				RD MIMI VAIF D CALLED IN TO FIND OUT IF PACKET WAS MAILED TO HIM CONTAINING LICENSE TO COLLECT IN ILL DOCS SHOWING WHAT HIS CHARGES ARE FOR ETC.. ADV HIM WILL HAVE PERSON HANDLING ACCT GIVE HIM A CALL BACK				
				03/16/10	20:56	TO/NA		LVX
				847 [REDACTED] 9705	3-15-2010	12 24		
				03/19/10	10:59	CC/CC HP-8478099705		MM3
				03/19/10	10:59	CC/CC WP-3128221331		MM3
				03/19/10	11:00	IC/MC		MM3
				THIS DEBT IS TRYING VERY HARD TO GET A CASE GOING ...				
				03/20/10	07:50	TO/MH		LVX
				847 [REDACTED] 705	3-19-2010	10 56		
				03/23/10	11:20	CL/CL		RMS
				TELEPHONE OTHER MESSGE HEARD-NO RESP				
				03/23/10	11:20	CL/CL		RMS
				8478 [REDACTED] 705	3-19-2010	10 56		
				03/26/10	12:26	CL/CL		RMS
				ANNUAL PRIVACY LTR				
				03/26/10	12:44	CS/35		TP2
				03/26/10	12:44	MR/CO		TP2
				RCVD CORR VIA USPS DISPUTES DEBT				
				03/30/10	08:38	CO/CO		JN5
				RECD CORR WANTS DOCWS AND DISPUTES DEBT REFG TO COLL TO PULL DOCS				
				03/30/10	08:38	CS/65		JN5
				03/30/10	08:38	CC/CC		JN5

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PAYMENTS				TRANSACTIONS			
--Date--	Amount	Code	Rate	--DATE--	TIME	AC/RC	COMMENT----- ID
				CB CHANGE 03-20-10 TO 03-31-10 03/31/10 09:14 NT/NT			MM3
				WILL PULL DOCS AFTER EOM 03/31/10 09:14 CC/CC NOTE ONLY			MM3
				03/31/10 10:00 CC/CC HP-1478099705			RMS
				04/05/10 17:49 CC/CC			JN2
				CB CHANGE 04-01-10 TO 04-12-10 04/13/10 11:03 CS/97			MM3
				04/13/10 11:04 NT/NT			MM3
				WILL NOT BE ABLE TO GET DOCS US 04/13/10 11:04 CC/CC NOTE ONLY			MM3
				04/13/10 11:04 CC/CC			MM3
				CB CHANGE 04-14-10 TO 04-28-10 04/23/10 12:29 CL/CL			RMS
				PDP ML COPY CONTRAC HERE-ATTN MAC.MA S523			
				04/28/10 10:26 TO/AM 773 [REDACTED] 6096 GMACFULL			DLR
				05/05/10 11:21 TO/AM 773 [REDACTED] 6096 GMACFULL			DLR
				05/05/10 13:00 CL/CL CRED BUR DSPT			RMS
				05/07/10 12:02 CL/CL			RMS
				REC D VALIDATI REQ FROM CUSTOMER.MA S523			
				05/15/10 15:02 TO/AM 773 [REDACTED] 6096 GMACFULL			DLR
				05/20/10 13:38 CL/CL CRED BUR DSPT			RMS
				05/22/10 15:16 TO/AM 773 [REDACTED] 6096 GMACFULL			DLR
				05/25/10 10:48 CL/CL			RMS
				TELEPHONE OTHER ANSW MACH MESSAGE 05/27/10 16:54 TO/AM			
				773 [REDACTED] 6096 GMACFULL			DLR
				05/29/10 15:45 TO/AM 773 [REDACTED] 6096 GMACFULL			DLR
				06/01/10 18:41 CL/CL			RMS
				RETURN MAIL NO FORWARD ADDRESS GIP67 5			
				06/02/10 11:51 CL/CL CRED BUR DSPT			RMS
				06/05/10 15:46 TO/AM 773 [REDACTED] 6096 GMACFULL			DLR
				06/07/10 15:23 TA/ GM4			FJR
				06/08/10 13:01 CL/CL			RMS
				TELEPHONE OTHER ANSW MACH MESSAGE 06/11/10 11:04 CC/CC VIEWED ACCOUNT			
				06/14/10 09:29 TR/LB			JH1
				06/14/10 09:29 CC/CC			JH1
				CB CHANGE 06-14-10 TO 06-24-10			
				07/08/10 12:59 CC/CC			JH1
				NEXT CALLBACK INCREASE BY 3 DAYS			
				07/08/10 13:00 TR/NA			JH1
				07/08/10 13:00 CC/CC			JH1
				CB CHANGE 07-11-10 TO 07-14-10			

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PAYMENTS			TRANSACTIONS					
--Date--	Amount	Code	Rate	--DATE--	TIME	AC/RC	COMMENT	ID
				07/27/10	09:28	CC/CC		JH1
				NEXT CALLBACK INCREASE BY 3 DAYS				
				07/27/10	09:28	TR/NA		JH1
				07/27/10	09:28	CC/CC		JH1
				CB CHANGE 07-30-10 TO 08-03-10				
				08/10/10	12:51	TO/AM		DLR
				773	096	GMACFULL		
				08/14/10	17:18	TO/AM		DLR
				77	096	GMACFULL		
				08/17/10	13:12	CL/CL		RMS
				TELEPHONE OTHER ANSW MACH MESSAGE				
				08/23/10	10:47	CC/CC		JH1
				NEXT CALLBACK INCREASE BY 3 DAYS				
				08/23/10	10:48	TR/NA		JH1
				NUM DISCO AT 874-240-0700				
				08/23/10	10:48	CC/CC		JH1
				CB CHANGE 08-26-10 TO 08-30-10				
				08/24/10	12:54	MI/RC		RMS
				RMS GMACNV1-RECALL				
				08/24/10	12:54	CS/33		ROO
				08/24/10	12:54	TA/ GMB		ROO
				08/24/10	12:54	CC/CC		ROO
				RETURN GMACNV1-50269993				
				08/24/10	12:54	CC/CC RETURN CODE RC		ROO
				08/24/10	12:54	CC/CC		SYS
				RETURN GMACNV1-50269993				
				03/10/11	11:37	TA/CLO		ST1
				03/14/11	09:28	TA/ ZZ2		ST1
				03/14/11	19:00	MR/CO		AP1
				RECEIVED CIVIL CLASS ACTION				
				03/14/11	19:00	CC/CC HP-8		AP1
				03/14/11	19:00	CC/CC WP-1		AP1
				03/15/11	12:43	MR/CO		RR3
				RECD SUMMONS COMPLAINT VIA FEDEX-FWD TO AMP FOR REVIEW				
				03/15/11	12:52	MR/CO		RR3
				REQ FOR BACKUP SENT				
				04/18/11	13:05	MR/CO		RR3
				RECD CORRESP VIA ART ATTY-FWD TO MGR FOR REVIEW				

Date Printed: Jun 10, 2011

Exhibit G

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